

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

UNITED STATES OF AMERICA and
THE STATE OF WISCONSIN,

Plaintiffs,

v.

Civil Action No. 10-C-910

NCR CORPORATION,
APPLETON PAPERS INC.,
BROWN COUNTY,
CITY OF APPLETON,
CITY OF GREEN BAY,
CBC COATING, INC.,
GEORGIA-PACIFIC CONSUMER PRODUCTS LP,
KIMBERLY-CLARK CORPORATION,
MENASHA CORP.,
NEENAH-MENASHA SEWERAGE COMMISSION,
NEWPAGE WISCONSIN SYSTEMS, INC.,
P.H. GLATFELTER CO.,
U.S. PAPER MILLS CORP., and
WTM I COMPANY,

Defendants.

**DECLARATION OF LINDA R. LARSON IN SUPPORT OF JOINT OPPOSITION OF
NCR CORPORATION AND APPLETON PAPERS INC. TO PLAINTIFFS' MOTION
TO ENTER CONSENT DECREE WITH BROWN COUNTY, THE CITY OF GREEN
BAY, AND SETTLING FEDERAL AGENCIES**

I, LINDA R. LARSON, declare as follows:

1. I am a partner in the law firm of Marten Law, PLLC, and I am one of the attorneys representing Defendant NCR in the above-captioned action. I am admitted to practice in the Eastern District of Wisconsin.

2. I represented the City of Moses Lake, Washington (“the City”) in negotiating a consent decree with the United States involving the cleanup of contaminated soils and groundwater at the Moses Lake Wellfield Superfund Site in Grant County, Washington (“the Site”). The Site is located on and around the former Larson Air Force Base, which was historically owned and operated by the United States for many decades. The U.S. District Court for the Eastern District of Washington entered the consent decree on March 22, 2011 in the case *United States, et al., v. The Boeing Company, et al.*, No. CV-10-459 (E.D. Wash.). The United States and the State of Wisconsin have listed this consent decree in footnote 17 of their brief supporting their Joint Motion to Enter Consent Decree with Brown County, the City of Green Bay, and Settling Federal Agencies (Dkt. 175) as an example of a CERCLA consent decree resolving the liability of “settling federal agencies.”

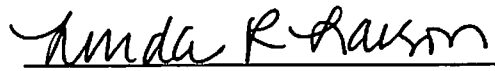
3. The Moses Lake consent decree resolved the potential liability at the Site of the following parties: the City, The Boeing Company, Lockheed Martin Corporation, and the “Settling Federal Agencies,” which included the United States Department of Defense, United States Department of the Air Force, and United States Army. Under the consent decree, the City, Boeing, and Lockheed “cashed out” their alleged liability at the Site for a combined payment of \$3,250,000. The Settling Federal Agencies agreed to fund the total remaining cost of the cleanup, estimated to be approximately \$70 million in 2008. In addition, the United States agreed to reimburse the City for costs of prior response and removal actions performed by the City at the Site.

4. The entry of the consent decree followed over two years of arms-length negotiations and over six years of litigation, including the related cost-recovery action brought by the City, captioned *City of Moses Lake v. United States, et al.*, No. CV-04-0376 (E.D. Wash.),

During the litigation and settlement, the United States and its agencies were represented by two separate and distinct teams of attorneys.

5. Throughout the course of litigation in these matters and the negotiation of the consent decree, the United States was careful to separate the attorney teams representing it in a defensive and enforcement capacity. Attorneys Robert Foster, U.S. Department of Justice, and Siri Nelson, U.S. Army Corps of Engineers, defended the United States in its capacity of a potentially responsible party at the Site and a defendant in the City's cost recovery action. Meanwhile, a different Department of Justice attorney, Michael Zevenbergen, along with U.S. Environmental Protection Agency attorney Ted Yakulic, represented the United States in its enforcement role. These respective teams of attorneys consistently separated their roles throughout the litigation and in settlement discussions.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.


Linda R. Larson